

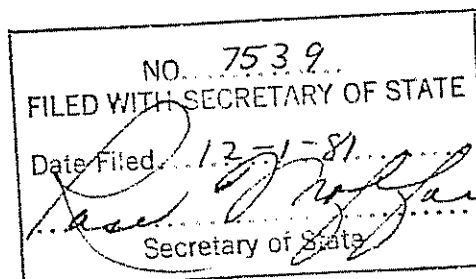
MAINTENANCE
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF SAFFORD

THIS AGREEMENT, entered into pursuant to Arizona Revised Statutes, Section 11-951 through 11-954, as amended, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE", and the CITY OF SAFFORD, hereinafter called "CITY",

WHEREAS, the STATE is empowered by Arizona Revised Statutes Section 28-108 to enter into this Agreement and the Director of the Arizona Department of Transportation has delegated to the undersigned his authorization to execute this Agreement on behalf of the STATE;

WHEREAS, the CITY is empowered by Arizona Revised Statutes Section 9-672 to enter into this Agreement, and acting by and through its duly elected governing body, has by that certain resolution attached hereto and incorporated herein as Exhibit "A" resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said CITY;

WHEREAS, for the safety and protection of the traveling public, it is necessary and desirable that certain operations and maintenance activities be provided on the State Highway System in the CITY. This work shall include, but not be limited to the operation and maintenance of traffic signals and/or highway lighting at the following locations:



US 70 & 20th Avenue
US 70 & 8th Avenue
US 70 & 5th Avenue
US 70 & Jct. US 666 (1st Avenue)

NOW, THEREFORE, in consideration of the mutual covenants herein-
after to be kept by all parties, it is mutually agreed as follows:

1. The CITY shall set aside sufficient funds and be responsible for all electrical energy costs to operate the traffic signals and/or highway lighting.

2. The STATE shall set aside sufficient funds and be responsible for all operations and maintenance except electrical energy cost; the responsibility of the STATE includes monthly telephone charges for traffic signal interconnect circuits when utilized.

3. Any new installation or any betterment shall be based on a traffic engineering study, and the mutual involvements shall be negotiable.

4. All parties are hereby put on notice that this AGREEMENT is subject to cancellation by the Governor pursuant to Arizona Revised Statutes Section 38-511.

5. THIS AGREEMENT shall remain in force and effect until midnight June 30, 1982, and shall thereafter be automatically renewed for successive periods of one (1) year, unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial expiration date, or of any renewal date hereof, cancelling said Agreement. In event of such notification and upon expiration of the term during which notice is given, this Agreement shall thereupon become of no further force and effect.

6. It is understood that this Agreement will cancel and supersede any previous Agreements for installation, maintenance, and betterment of traffic signals and/or highway lighting on those State Highways which traverse within the boundaries of the CITY.

7. It is understood that the list of locations set forth in this Agreement may be added to, or have deletions made, by Letter Addendum Exhibit "C", with all other conditions set forth remaining in effect.

8. It is understood that upon the termination of this Agreement for any cause whatsoever, all properties which are the subject matter of this Agreement are declared to be property of the Arizona Department of Transportation.

9. Any disposal of properties subject to this Agreement shall be in a manner as otherwise prescribed by law concerning the disposal of public property.

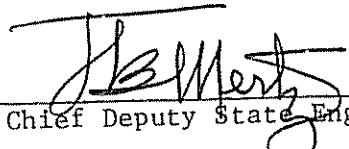
10. This Agreement shall be filed with the Secretary of State and shall become effective upon such filing.

11. Attached to this Agreement and incorporated herein by reference is Exhibit "B" which is a copy of the written determination of the appropriate attorney that the CITY is authorized under the law of this STATE to enter into this Agreement and that it is in proper form.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION


By: _____


Chief Deputy State Engineer

ATTEST:

CITY OF SAFFORD


City Clerk, Mildred Russell, CMC

By: 
Title: City Manager

CITY MANAGER'S REPORT:

a. City Manager R. Delbert Self reported that as per Council direction of last meeting he drafted specifications for a police vehicle to be purchased, and he expects bids to be forthcoming.

b. Intergovernmental Agreement with Arizona Department of Transportation for Maintenance of Signalization and Illumination at various locations on Highway 70. Mr. Self presented this Agreement to the Council and reported that the City Attorney had studied it and found it to be in order. The Agreement, dated October 7, 1981, will be in force until June 30, 1982. There was discussion.

Vice Mayor Shedd moved, seconded by Councilman Thompson, to authorize the City Manager to enter into this Agreement with the Arizona Department of Transportation. The vote was unanimous, 7:0.

MOTION ADOPTED.

c. City Manager R.D. Self informed the Council about the Department of Transportation's invitation to cities and towns to request their share of the Local Government Transportation Assistance Fund, which distributes monies received by the Arizona State Lottery. Mr. Self requested the Council to approve drafting of a Resolution to apply for the Local Government Transportation Assistance Funds. This Resolution would then be presented to the Council on November 9, 1981 at the next Council meeting, for approval. These monies will be used for street repair and maintenance.

After discussion, Councilman Ragland moved, seconded by Councilman Shedd, to draft a Resolution in request of the Local Government Transportation Assistance Funds. The vote was unanimous, 7:0.

MOTION ADOPTED.

PAYMENT OF INVOICES:

Invoices were presented to the Council for consideration to be drawn from the following funds:

General Fund	\$ 36,059.48
Water Services	66,449.70
Gas Services	39,106.65
Electric Services	26,606.76
Sewer Services	2,839.28
Glenn Meadows Park (A.O.R.C.)	648.15
Mt. Graham Municipal Golf Course	3,518.65
Safford Municipal Airport	41.61
Library Trust	396.09
G.O. Bonds - 1967 Sewer Improvement	550.00
Firemen's Relief-Pension Trust	400.00
Total	\$176,616.37

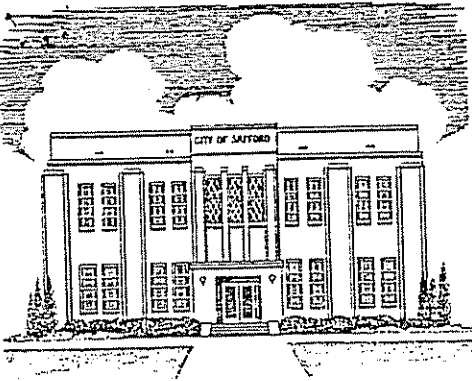
Councilman Ragland moved, seconded by Councilman Ornelas, to pay the invoices as presented. The vote was unanimous, 7:0.

MOTION ADOPTED.

Mayor Curtis read a letter by Governor Babbitt presenting the City of Safford with the 1981 Energy Conscious Community Award of Participation. The community's effort will be publicly recognized in a formal award ceremony.

At 9:35 p.m. MST., the meeting was formally recessed by the Mayor until 7 p.m. on Tuesday, October 27, 1981.

EXHIBIT B



THE CITY OF SAFFORD

CITY ATTORNEY'S DETERMINATION

I, Wilford R. Richardson, duly appointed City Attorney for the City of Safford, do hereby certify that the City of Safford is authorized under Section 11-951 and Section 11-954, Arizona Revised Statutes, to enter into an Intergovernmental Agreement with the Arizona Department of Transportation for the maintenance of traffic signals and/or highway lighting to which this Exhibit is appended; and

I further certify that the Agreement is in proper form.

Respectfully submitted,

By

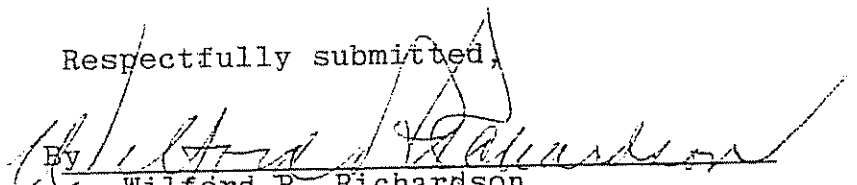

Wilford R. Richardson
City Attorney

EXHIBIT "C"

LETTER ADDENDUM

In accordance with Paragraph 7 of the Agreement for the operation and maintenance of traffic signals and/or highway lighting between the STATE OF ARIZONA and the CITY OF SAFFORD consummated on December
1, 1981 it is agreed by both parties that the following location(s) be added to or deleted from, the existing list of locations to be operated and maintained as set forth in said Agreement.

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION

By: [Signature]
Chief Deputy State Engineer

CITY OF SAFFORD

By: [Signature]
Title: City Manager

ATTEST:

[Signature]
City Clerk, Mildred Russell, CMC

Date Signed: October 26, 1981

EXHIBIT "C"

LETTER ADDENDUM

In accordance with Paragraph 7 of the Agreement for the operation and maintenance of traffic signals and/or highway lighting between the STATE OF ARIZONA and the CITY OF SAFFORD consummated on September 1, 1981 it is agreed by both parties that the following location(s) be added to or deleted from, the existing list of locations to be operated and maintained as set forth in said Agreement.

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION

By: J. B. Mery

Chief Deputy State Engineer

CITY OF SAFFORD

By: R. Antel Ay

Title: City Manager

ATTEST:

Mildred Russell
City Clerk, Mildred Russell, CMC

Date Signed: October 26, 1981



OFFICE OF THE
Attorney General

1801 WEST JEFFERSON STREET
FOURTH FLOOR
PHOENIX, ARIZONA 85007

ROBERT K. CORBIN
ATTORNEY GENERAL

*Sic of State #1539
A.G. # 81-655
Late filed 12/1/81*

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. 81-655, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted to the State or its agencies under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 19th day of November, 1981.

ROBERT K. CORBIN
Attorney General

James R. Holmberg
Assistant Attorney General
Transportation Division